



Empire Electric Association, Inc.

801 N. Broadway P.O. Box K Cortez, CO 81321-0676 Phone (970) 565-4444

www.eea.coop

Distributed Energy Resource Interconnection Agreement

This Agreement is made and entered into this _____ day of _____, 20____, by and between EMPIRE ELECTRIC ASSOCIATION, INC., 801 North Broadway, Cortez, Colorado (“Empire”) and _____ (“Customer”) whose address is _____ (“Customer’s Address”). Empire and the Customer may be referred to herein individually as a “party” or collectively as the “parties.”

- 1) **Purpose.** This Agreement is required for Customer to interconnect a customer-generator (“Generator”) to Empire’s electrical grid. If the Generator is to be net metered behind an existing load, this agreement also allows Customer to receive service under Empire’s Net Metering Rate Schedule.
- 2) **Term.** This Agreement shall remain in effect as long as the Customer’s Generator is interconnected to Empire’s electrical grid. The Customer’s Generator shall be considered a fixture and shall be attached to the land located at the Customer’s Address.
 - a) This Agreement may be terminated with thirty days written notice to Empire by Customer to allow Empire sufficient time to schedule for any required service modifications.
 - b) This Agreement may be terminated by Empire if the Customer fails to abide by the terms of this Agreement, or any of Empire’s Rules and Regulations, policies, or governing documents. Empire will provide written notice of the breach to the Customer and specify the deadline for Customer to correct the violation. Failure to correct the breach by the specified deadline may result in termination of electric service.
 - c) Customer agrees in the event of termination of this Agreement to permanently physically disconnect their Generator from Empire’s electrical grid. If Customer fails to do so Empire may at its sole discretion terminate electric service to that Customer until such time the Generator is permanently physically disconnected.
- 3) **Representations.** Customer makes the following representations:
 - a) Customer has installed a Generator at the Customer’s Address that conforms to the specifications of Empire’s Interconnection Standards for Distributed Energy Resources.
 - b) Customer is authorized to enter into and sign this Agreement and has read the Agreement and agrees to be bound by its terms and conditions.
- 4) **Conditions.** The parties agree to the following conditions:
 - a) Customer shall be solely responsible for ensuring that the Generator installed meets all applicable codes, standards, and regulatory requirements.
 - b) Customer will comply with the insurance requirements described in Colorado Public Utilities Commission Electric Rule 723-3 Section 3667(e)(XI).
 - c) Customer agrees to allow Empire, at its sole discretion, to test the generation protective system as it deems appropriate. This test, if required, shall be conducted before the system is placed in continuous operation.
 - d) Empire shall not be responsible or liable for any claims made by suppliers or service providers for the Generator, or for any personal injury or property damage caused by the Generator or any individual component of the system.

- e) Empire shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and waveform fluctuations occasioned by causes beyond the control of Empire or by causes resulting from acts allowed Empire as set forth herein, or for damages resulting from, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any commission, tribunal or governmental authority having jurisdiction.
- f) Customer shall indemnify, defend, and hold Empire, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, interconnection, or replacement of the Generator or any equipment of the system.
- g) Customer shall maintain the Generator and the individual components of the system as required to ensure they comply at all times with the interconnection standards to which they have been certified. If the Generator or any of the individual components of the system should fail to comply, Customer shall cease generation until such time they return the Generator and /or the individual components to the interconnection standards, at Customer's sole expense.
- h) Customer acknowledges service is provided under Empire's rates which may change from time to time and may include changes to charges, rate structure, and billing determinants.
- i) This agreement shall survive the transfer of ownership of the Generator to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies Empire.
- j) If any disputes arise concerning this Agreement, including but not limited to enforcement of any term or condition of the Agreement, the prevailing party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorneys' fees, expenses, and costs of such action from the non-prevailing party.
- k) Failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.
- l) The parties agree that a cause of action for breach of any provision of this Agreement shall not accrue until the non-breaching party actually discovers the breach.
- m) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall, at Empire's discretion, constitute a material breach of this Agreement.
- n) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- o) This Agreement may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The parties agree that a facsimile or electronic copy of a signature will be deemed original and binding.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

EMPIRE ELECTRIC ASSOCIATION, INC.:

CUSTOMER:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____